

## THE ANACONDA COMPANY GREAT FALLS REDUCTION DEPARTMENT GREAT FALLS, MONTANA



MEMORANDUM - September 26, 1972

TO

- Messers. Roberts V

Owings Murphy Reid

FROM

- E. J. Hammett, Metallurgist's Office

SUBJECT

- Settlement weights and terms for the sale of Unroasted Ground Zinc Dross and Casting Baghouse Fume to American Chemet.

American Chemet Corporation has purchased our inventory of Unroasted Ground Zinc Dross and Casting Baghouse Fume. This material was shipped F.O.B. Black Eagle on September 25, 1972.

This material will be settled for in accordance with the current contract terms covering the sale of Roasted Zinc Dross with an additional price deduction of \$14.30 per ton as explained in the Memo dated August 31, 1972.

The material weights of this car for settlement purposes is as follows:

Car # 71369 -

Unroasted Ground Zinc Dross - 103,573 lbs.
Casting Baghouse Fume - 16,927 lbs.
Total - 120,500 lbs.

E.J. Hammett

9/26/72

## THE ANACONDA COMPANY GREAT FALLS REDUCTION DEPARTMENT GREAT FALLS, MONTANA

MEMORANDUM - August 31, 1972

TO - Messers. Roberts

Owings Calvert Murphy Garvey Reid Sampling

FROM:

- E. J. Hammett, Metallurgist's Office

SUBJECT - Sale of Ground Zinc Dross to American Chemet.

American Chemet Corporation has agreed to purchase some 54 tons of unroasted Ground Zinc Dross currently held in local dross car #601. This material will be shipped on notification by Chemet within the next 10 to 14 days F.O.B. Black Eagle.

This material will be settled for in accordance with the current contract terms covering the sale of Roasted Zinc Dross with an additional price deduction of \$14.30 per ton.

E. Hammett

Approved by:

Vm. J. Roberts. Manager

Mr. Roberts

## THE ANACONDA COMPANY

GREAT FALLS. MONTANA 59401



August 28, 1972

Mr. William H. Porter, Jr. American Chemet Corporation P. O. Box 700 East Helena, Montana 59635

Subject: Purchase Information on Ground Zinc Dross.

Dear Bill:

Regarding our telephone conversation concerning your possible purchase of some fifty-four tons of unroasted zinc dross, we are sending you a five pound unprepared sample for your consideration.

As to price information, I have conferred with Bill Roberts and he has consented to a price based on the normal contract terms for the pricing of Roasted Zinc Dross less an additional deduction of \$14.30 per ton. The assay of this material is as follows:

Zn - 80.8

C1 - .39

Metallics - 21.9

Your consideration of the possible purchase of this material is appreciated and if I may be of further service, please ask.

Cordially,

Ed. Hammett

Metallurgist's Office

cc: Messers: Roberts

Owings

8/28/72

6-5-72 0

#### SALE OF ROASTED ZINC DROSS TO AMERICAN CHEMET CORP ON A SIX MONTH DEFERRED PAYMENT

1 Shipment - Lot 11 80 tons May Lohman Estimate None June 120 July

200 Tons

(Mr. Roberts - 200-400 tons for 6 mo. deferred payment)

#### <u>Dross Shipped With Money Still Due</u> (This will be paid for normally)

Date Billed	- <u>Shipped</u>	Lot No.	Dry Tons	Zinc Assay	Amount Due
April 6 May 2 May 5 May 2 May 17	3-28 4-1 4-11 4-17 5- 5 5-19	5 6 7 8 9	80.12 79.28 82.87 81.65 82.61 81.25	78.95% 79.15 78.70 78.90 79.05 78.30	\$15,181.87 15,074.66 15,644.50 15,459.14 15,675.97 Estimated [ x 81.25T = 15396.88
Total	10	6 Loto	407 70 7	70.04	100000

Total	£ 1 a4a	107 70 7		
IULAI	6 Lots	487.78 Tons	78.84	\$77,036.14
			Weighted	15,396.88
			Average	\$92,433.02
			Assay	

\$189.50/ton dross

E. Tabaracci - Payment is normally made 3 months after billing date; contract specifies 30 days.

200 tons @ \$189.50/Ton = \$37,900) @ extra 3 months 400 tons @ \$189.50/Ton = \$75,800) deferment

\$37,900 @ 0.83% @ 3 months = \$ 944 interest \$75,800 @ 0.83% @ 3 months = \$1,887 interest \$4.72/ton

C

78/2

## ACHASE ORDER

PURCHASING DEPARTMENT

> AMERICAN CHEMET CORP. EAST HELENA, MONTANA

THIS NUMBER NUST APPEAR ON IN-VOICE B/L, CASES, SUNDLES. PACK-ING LISTS AND CORRESPONDENCE.

DATE 10/29/71

TO

Mr. Jim Owings The Anaconda Company Great Falls, Montana

SHIPMENT F. O. B. FRT. ALLOWED MOITATION INQUIRY NO. TERMS

MARK FOR

ander war

PLEASE SHIP THE FOLLOWING MERCHANDISE SUBJECT TO CONDITIONS BELOW:

SHIP TO

American Chemet Corporation East Helena, Montana

VIA

59635

To insure prompt payment mail invoice showing order number and with bill of lading attached, to general office, immediately after shipment is made. Advise promptly if unable to make immediate shipment.

Please advise receipt and acceptance of this order promptly.

No charges allowed for boxing, crating or packing.

Goods subject to our inspection on arrival, notwithstanding prior payment to obtain each discount.

Goods rejected on account of inferior quality or workmanship will be returned to you with charge for transportation both ways plus labor reloading, trucking, etc., and are not to be replaced except upon receipt of written instructions from me.

QUANTITY	DESCRIPTION	PRICE
8		
	1 Carload Roasted Zinc Dross, min. sinc 78% Lot 11	
	Please forward samples	
	Shipment to be after approval of samples	
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	γι (	

William H For PURCHASING AGENT

## THE ANACONDA COMPANY GREAT FALLS REDUCTION DEPARTMENT GREAT FALLS, MONTANA

MEMORANDUM: April 26, 1972

TO : Messrs. Lohman

Calvert Hammett Andersson

FROM : V. Richtscheid

SUBJECT : Roasted Dross Shipment

Please arrange to load cars 128, 134, and 125 of dross (Chemet's Lot 9) for shipment to East Helena. Load Friday, April 28, if possible and hold the car for shipment the next Friday, May 5. Please continue to hold Chemet's lot 10 which includes cars: 138, 136, and 118 for future shipment.

VR-ps

## THE ANACONDA COMPANY LAT FALLS REDUCTION DEPARTMENT GREAT FALLS, MONTANA

MEMORANDUM: April 7, 1972

TO

: Messrs. Lohman

Andersson Calvert Hammett

FROM

: V. Richtscheid

SUBJECT

: Roasted Dross Shipment to American Chemet

Mr. Bill Porter has requested shipment of our car No's. 135, 151, 118 his lot #7 of Roasted Zinc Dross as soon as possible. The dross car left Helena Wednesday, April 5, 1972.

VR-ps

•	FROM
	AMERICAN CHEMET CORP.
:	P.O. Box 700
	East Helena, Montana 59635
SUBJECT	
DATE 10/29/7/	
Jim! Will twn	the can were getting now around
if They samples arrive	on this
	13ill.
-	
	SIGNED
OR 1130, ROCERT PORES, PRILA., PA. 10130	

SPEED-MEMO

## ? RCHASE ORDER

PURCHASING DEPARTMENT RDER Nº 4775

## AMERICAN CHEMET CORP.

EAST HELENA, MONTANA 59635

THIS NUMBER MUST APPEAR ON IN-VOICE B/L. CASES, BUNDLES, PACK-ING LISTS AND CORRESPONDENCE.

PURCHASING AGENT

DATE 10/5/71

TO

Mr. Jim Owings The Anaconda Company Great Falls, Montana

SHIPMENT F. O. B. FRT. ALLOWED QUOTATION INQUIRY NO. TERMS

MARK FOR

PLEASE SHIP THE POLLOWING MERCHANDISE SUBJECT TO CONDITIONS BELOW:

SHIP TO

VIA

American Chemet Corporation East Helena, Montana

To insure prompt payment mail invoice showing order number and with bill of lading attached, to general office, immediately after shipment is made. Advise promptly if unable to make immediate shipment.

Please advise receipt and acceptance of this order promptly.

No charges allowed for boxing, crating or packing.

Goods subject to our inspection on arrival, notwithstanding prior payment to obtain each discount.

Goods rejected on account of inferior quality or workmanship will be returned to you with charge for transportation both ways plus labor reloading, trucking,

UANTITY	DESCRIPTION	PRICE
	1 Carload Roasted Zinc Dross, min. sinc 78% Lot 10	
	Shipment after approval of samples and verbal release from American Chemet	
	Copies - Calvert Sordwell auders sou	
æ.		

Lohman - File

### Y JRCHASE ORDER

PURCHASING DEPARTMENT ORDER NO 1771

### AMERICAN CHEMET CORP.

EAST HELENA, MONTANA 59635 THIS MUMBER MUST APPEAR ON IN-VOICE B/L, CASES, BUNDLES. PACK-ING LISTS AND CORRESPONDENCE.

DATE 10/1/71

TO

Mr. Jim Owings The Anaconda Company Great Falls, Montana

F. O. B. FRT. ALLOWED QUOTATION INQUIRY NO. TERMS MARK FOR

SHIPMENT

PLEASE SHIP THE FOLLOWING MERCHANDISE SUBJECT TO CONDITIONS BELOW:

SHIP TO

VIA

American Chemet Corporation East Helena, Montana

To insure prompt payment mall invoice showing order number and with bill of lading attached, to general office, immediately after shipment is made. Advise promptly if unable to make immediate shipment.

Please advise receipt and acceptance of this order promptly.

No charges allowed for boxing, crating or packing.

Goods subject to our inspection on arrival, notwithstanding prior payment to obtain each discount.

Goods rejected on account of inferior quality or workmanship will be returned to you with charge for transportation both ways plus labor releading, trucking,

etc., and are not t	to be replaced except upon receipt of written instructions from us.	
QUANTITY	DESCRIPTION	PRICE
	1 Carload Ox Off Scale on consignment basis	
Please es	llect Ox-off scale at wire hiel in w	paden Bore
for direct	shipment to Chement.	
	Copie - Siècheman. Bardwell pr Calvert Nurphy	do

PURCHASING AGENT

## AMERICAN CHEMET CORP.

EAST HELENA, MONTANA

THIS NUMBER MUST APPEAR ON IN-VOICE B/L, CASES, BUNDLES, PACK-ING LISTS AND CORRESPONDENCE.

12/31/68

/ PURCHASING AGENT

0

SHIPMENT

F. O. B.

FRT. ALLOWED

QUOTATION

INQUIRY NO.

TERMS

PER

MARK FOR

Attention: G. T. Wever PLEASE SHIP THE FOLLOWING MERCHANDISE SUBJECT TO CONDITIONS BELOW:

The Anaconda Company

Great Falls, Montana

SHIP TO

TO

VIA

American Chemet Corporation

East Helena, Montana

To insure prompt payment mail invoice showing order number and with bill of lading attached, to general office, immediately after shipment is made.

Advise promptly if unable to make immediate shipment.

Please advise receipt and acceptance of this order promptly.

No charges allowed for boxing, crating or packing. Goods subject to our inspection on arrival, notwithstanding prior payment to obtain cash discount.

Goods subject to our inspection on arrival, notwitistanting prior payment with the cash detection.

Goods rejected on account of inferior quality or workmanship will be returned to you with charge for transportation both ways plus labor reloading, trucking, etc. and are not to be replaced except upon receipt of written instructions from us.

Carload roasted zinc dross, min. zinc 78%  To be shipped between the 10th and the 31st of January, 1969  Please confirm by telephone prior to shipping	PRICE
To be shipped between the 10th and the 31st of January, 1969  Please confirm by telephone prior to shipping	
Please confirm by telephone prior to shipping	
	•
KINE.	

SHIPHENT F. O. E.

FRT. ALLCWED

QUOTATION

TERMS MARK FOR

INQUIRY NO.

PURCHASING DEPARTMENT

#### AMERICAN CHEMET CORP. EAST HELENA, MONTANA

THIS NUMBER HUST APPEAR ON IN-VOICE E/L, CALED, BUNDLES, PACK-ING LISTS AND CORRESPONDENCE.

DATE 11/14/68

PURCHASING AGENT

Mil Calment Copy to Mr Lohmon

Mr. Tom Wever The Anaconda Company Great Falls, Montana

PLEASE SHIP THE FOLLOWING MERCHANDISE SUBJECT TO CONDITIONS BELOW:

SHIP TO

TO

American Chemet Corporation

VIA

East Helena, Montana

To insure prompt payment mail invoice showing order number and with bill of lading attached, to general office, immediately after shipment is made. Advise promptly if unable to make immediate shipment.

Please advise receipt and acceptance of this order promptly.

No charges allowed for boxing, crating or packing.

Goods subject to our inspection on arrival, notwithstanding prior payment to obtain each discount.

Goods rejected on account of inferior quality or workmanship will be returned to you with charge for transportation both ways plus labor reloading, trucking, etc., and are not to be replaced except upon receipt of written instructions from us.

YTITAAUQ	DESCRIPTION	PRICE
4,000 <del>#</del>	10 x 35 mesh zinc granules, from Williams Mill	
	Zinc Dross.	
	Make in the same way our October shipment was made, using a 28 mesh screen for the bottom sizing. Last time the top sizing contained a large fraction that was + 10 mesh. We would like the top fraction sized more closely. Not more than 5% minus 35 mesh material to be retained in the product.	n/
•	was + 10 mesh. We would like the top fraction sized more closely. Not more than 5% minus 35 mesh material to be retained in the product.	11111
	Dunnie have Samplet . Bond . Bond	There is

PER.

#### THE ANACONDA COMPANY GREAT FALLS REDUCTION DEPARTMENT GREAT FALLS, MONTANA

Capit of Harry

June 13, 1968

#### HEMORANDUM

TO

Mr. W. J. Roberts, Manager

FROM:

G. T. Wever

#### WILLIAMS MILL PRODUCT TO AMERICAN CHEMET

We recently shipped 2500 pounds of -10 to +35 mesh Williams Mill zinc dust to American Chemet for test purposes. We rescreened the +35 mesh product from our mill and assumed that the product off the 35mesh screen was satisfactory.

Mr. W. Porter, Jr. reports that the material received contained 33% that would pass through a 35-mesh acreen and was not satisfactory for his customer.

Mr. Porter requests that we not ship any material with more than 10% passing a 35-mesh screen, as in fact the customer requires a product containing 0-2% through 35 mesh.

The Zinc Plant states that if we were in regular production of this product they would set up to rescreen the 35-mesh portion from the mill. In the meantime, they will rescreen 2500 pounds for shipment to Chemet.

American Chemet will return the original shipment to us freight collect. We will prepay the freight on the replacement.

American Chemet will be credited for the amount of product returned to us against the amount shipped as replacement.

0.5. Dross Dust. Net HH 2005 Shipped june 21, 1968 7644 905, 94.7

GTW-ef

cc: Mr. Lohman

Mr. Murphy

Mr. Calvert

1.5 g. + Sander -

Memet File

THE ANACONDA COMPANY
GREAT FALLS REDUCTION DEPARTMENT
GREAT FALLS, MONTANA

dereen andarrange chipment - if new

May 31, 1968

MEMORANDUM

details - This will be

TO:

Mr. W. J. Roberts, Manager

FROM:

G. T. Wever

ZINC GRANULES TO AMERICAN CHEMET

Mr. William Porter, Jr., American Chemet Corp., called me today and said they wanted a one-ton shipment of zinc granules from the Williams Mill. These granules are to be screened to +10 -30 mesh.

Mr. Porter said he had a letter from Mr. Graham showing the terms of sale of this material and that when offered to a customer under these terms the customer agreed to a trial shipment.

The total estimated requirement of this material is 50 to 60 tons per month.

Mr. Porter asked when we thought the shipment would be available. Mr. Lohman says the mill is not operating at present, but that there might be enough in the bin to furnish one ton of screened product. He will let me know when it will be available.

Metallurgist

GTW-ef

ec: Mr. Lohman

NOTE: Received copy of terms from Chemet - This is not a formal contract.

Approximately 150 tons per month -10 +35 mesh screened zinc dross (Raymond's Mill oversize dross) F.O.B. Black Eagle.

Chemet to pay for 100% of sinc content at 11.8¢ per pound when P.W. is 12.5¢ at E. St. Louis. Add or subtract 0.9¢ per pound for each 1.0¢ above or below 12.5¢ per pound.

american Chemet

## THE ANACONDA COMPANY GREAT FALLS REDUCTION DEPARTMENT GREAT FALLS, MONTANA

May 14, 1968

#### MEMORANDUM

TO:

Mr. W. J. Roberts, Manager

FROM:

G. T. Wever

#### ZINC DROSS TO AMERICAN CHEMET

The contract terms for the sale of roasted zinc dross to American Chemet Corporation makes no guarantee as to quality of the roasted dross supplied. We started out by assaying for zinc only as this was necessary for settlement purposes.

American Chemet then put a 78.0% zinc minimum on what they would accept. This was followed by a specification of "No metallics". They then required an assay for lead and copper. They now propose to add iron and manganese.

I propose that we assay the plant cars of roasted zinc dross for zinc and metallics, (for our guidance only) and the railroad shipment for zinc only. We would furnish American Chemet with samples of the plant cars on which they may assay for anything they please and then they could tell us whether these cars were acceptable for shipment before we transferred.

A regular settlement sample would be sent to American Chemet from the material in the railroad car after transfer.

Metallurgist

GTW-ef

cc: Mr. Owings
Mr. Dornacok
Mr. Dane

# THE ANACONDA COMPANY GREAT FALLS REDUCTION DEPARTMENT GREAT FALLS, MONTANA

MEMORANDUM: October 22, 1971

TO : Messrs. Lohman

Andersson Calvert

FROM : V. Richtscheid

SUBJECT : Roasted Dross Shipment to American Chemet

Mr. W. Porter of American Chemet has approved Car No's. 124, 153, with car 144 to top off a shipment of roasted zinc dross to Chemet. He requested shipment on Wednesday, October 27, 1971.

10 22/7

#### THE ANACONDA COMPANY GREAT FALLS REDUCTION DEPARTMENT GREAT FALLS, MONTANA

MEMORANDUM - September 26, 1972

TO

- Messers. Roberts Cwings

> Murphy Reid

FROM

- E. J. Hammett, Metallurgist's Office

SUBJECT

- Settlement weights and terms for the sale of Unroasted Ground Zinc Dross and Casting Baghouse Fune to American Chemet.

American Chemet Corporation has purehased our inventory of Unroasted Ground Zinc Dross and Casting Baghouse Fume. This material was shipped F.O.B. Black Eagle on September 25, 1972.

This material will be settled for in accordance with the current contract terms covering the sale of Roasted Zinc Dross with an additional price deduction of \$14.30 per ton as explained in the Memo dated August 31, 1972.

The material weights of this car for settlement purposes is as follows:

Car # 71369 -

Unroasted Ground Zinc Dross - 103,573 lbs.

 $-\frac{16,927}{120,500}$  lbs. Casting Baghouse Fume

E.J. Hammett

#### SALES AGREEMENT

THIS AGREEMENT, made and entered into this 14 to day of Secender 1971, by and between THE ANACONDA COMPANY, a Montana corporation, Butte, Montana, hereinafter referred to as "SELLER," and AMERICAN CHEMET CORPORATION, a Montana corporation, East Helena, Montana, hereinafter referred to as "BUYER," WITNESSETH:

WHEREAS, Seller and Buyer have entered into letter agreements since approximately July 1, 1948, whereby Seller agreed to sell and Buyer agreed to purchase and pay for fume and zinc plant roasted zinc dross; and,

WHEREAS, said parties desire to enter into a formal written agreement therefor.

NOW, THEREFORE, in consideration of the terms, covenants and conditions herein set forth, Seller and Buyer agree as follows:

- 1. QUANTITY: Buyer agrees to purchase from Seller up to 100 tons per calendar month each of fume or dross at the prices hereinafter set forth. Buyer may purchase additional fume from Seller each calendar month under separate letter agreements as required by the Buyer and agreeable with Seller.
- 2. TERM AND CANCELLATION: The term of this contract shall include all letter agreements to the date hereof and shall continue until cancelled by either party upon thirty

- (30) days' prior written notice thereof given to the other party.
- 3. <u>DELIVERY</u>: Fume shall be loaded in bulk in railroad cars, f.o.b. Seller's East Helena, Montana plant. Dross shall be loaded in bulk in railroad cars, f.o.b. Seller's Black Eagle, Montana plant.
- SAMPLING, WEIGHING AND ASSAYING: Railroad weights and samples taken of fume or dross by Seller as same is loaded will govern in making settlement hereunder. One portion of the sample taken by Seller will be sent to Buyer for its own assay. Upon completion of the assays of each sample taken, Buyer and Seller shall promptly exchange their report thereof If the assays of the Seller and Buyer are in agreeby mail. ment within 0.5% zinc and/or 0.5% lead, an average of the assays will be used in making settlement. In the event that the assays do not agree within 0.5% zinc and/or 0.5% lead, a portion of the sample will be sent by the Seller to an independent third party assayer who is mutually selected by Seller and Buyer. If the assay of the third party assayer falls between the assays of the parties hereto, the third party assay shall be used in making settlement. If the third party assay falls outside the results of the parties hereto, the party's assay nearest to that of the third party assay shall be used in making settlement. The cost of the third party assay shall be paid by the party whose result differs most widely from the result of the third party.

payable for all fume delivered under this agreement to Buyer shall be six cents (6¢) per pound of contained zinc in the fume, f.o.b. Anaconda trackage, East Helena, when the quoted prime western delivered price is eight and twenty-five hundredths cents (8.25¢) per pound for the week of delivery of the fume.

To the six cents (6¢) per pound of zinc payable when the prime western delivered price is eight and twenty-five hundredths cents (8.25¢), there shall be added or subtracted nine-tenths cents (0.9¢) for each one cent (1¢) above or below eight and twenty-five hundredths cents (8.25¢) price for prime western delivered zinc less four-tenths cents (0.4¢), fractions in proportion.

To the amount payable for zinc content of the fume, as provided in the preceding paragraphs, there shall be added eight-tenths cents (0.8¢) per pound of lead contained in the fume for each one cent (1¢) above six and five-tenths cents (6.5¢) per pound price for lead at New York the week of delivery, fractions in proportion.

From the amount calculated for the price of fume, deduct ten dollars (\$10.00) per dry short ton.

From the amount calculated for the price of fume, deduct as follows per dry short ton:

When premium per pound of SHG for calendar month of delivery of fume is:

- 0.00¢ to 1.01¢; deduct \$17.50
- 1.01¢ to 1.26¢; deduct \$15.00
- 1.26¢ to 1.51¢; deduct \$12.50
- 1.51¢ to ----; deduct \$10.00

This reduction will continue until cancelled by either party giving 90 days' written notice.

- procedure used for pricing East Helena slag fume will be used to price zinc plant roasted zinc dross as provided in the preceding paragraphs except that to the six cents (6¢) per pound of zinc payable when the prime western delivered price is eight and twenty-five hundredths cents (8.25¢), there shall be added or subtracted nine-tenths cents (0.9¢) for each chac cent (1¢) above or below eight and twenty-five hundredths cents (8.25¢) price for prime western delivered zinc less one hundred forty-eight thousands cents (0.148¢) fractions in proportion.
- 7. PAYMENT FOR FUME AND DROSS: Buyer will make settlement at Great Falls, Montana, within thirty (30) days after the end of each month in which fume is delivered.
- 8. <u>ASSIGNMENT</u>: This agreement shall not be assigned by either party hereto without the written prior consent of the other.

- 9. BAG HOUSE FUME: Anaconda is willing to supply zinc plant casting bag house fume under the E. H. Fume terms of this contract with modifications as follows:
  - (a) Fume to be loaded in bulk in railroad cars f.o.b. trackage at Black Eagle, Montana; any different type of loading or packaging that would result in additional costs to be for the account of Buyer;
  - (b) Railroad weights at Black Eagle and samples taken by Seller to govern for settlement;
    - (c) Fume to be supplied from current production.
- 10. <u>DROSS SALES</u>: For the sale of zinc plant roasted zinc dross the following shall apply:
  - (a) Seller shall attempt to make at least 150 tons of dross available to Buyer each month.
  - (b) Seller will supply a sample to Buyer of each car of dross available.
  - (c) Within five (5) days from the time Buyer receives the sample, Buyer will inform Seller of its acceptance or rejection of the car available. After five (5) days, without notice from Buyer, Seller can dispose of the available car.
  - (d) Seller will hold a maximum of two (2) cars of Buyer accepted dross for three (3) weeks only.

    After three (3) weeks, Seller can dispose of any accepted cars.

- 11. PLANT INTERRUPTIONS: If, for any reason, Seller's operations at the East Helena slag treatment plant are interrupted or discontinued, Seller shall not be under any obligation to make delivery of fume to Buyer. It is understood that all fume delivered under this agreement is from Seller's East Helena slag plant.
- 12. <u>GUARANTY</u>: It is further understood and agreed that Seller does not guarantee the analysis, color, or physical properties of the fume.
- 13. <u>LOADING</u>: Seller will attempt to load all fume shipments for Buyer delivery from a location that will help insure Buyer requirements for properties of the fume.
- 14. It is understood and agreed that the zinc pricing portions of this agreement will be back dated and adjusted to February 1, 1971.

IN WITNESS WHEREOF, the corporate parties have caused these presents to be executed by their officers and representatives thereunto duly authorized and their corporate seals to be affixed hereto, the day and year first above written.

THE ANACONDA COMPANY

General Manager

Montana Operations

ATTEST:

Division Comptroller

SELLER

AMERICAN CHEMET CORPORATION

By H. T. C.

Its President

ATTEST:

Its Treasurer

BUYER

## THE ANACONDA COMPANY

25 BROADWAY, NEW YORK, N.Y. 10004

Pamelle Verser

Assistant Vice President Metallurgy

March 1, 1967

American Chamet Corporation 105 West Madison Street Chicago, Illinois

Attention: Mr. W. W. Shropshire, President

Gentlemen:

This acknowledges your letter of January 24, 1967, requesting that Great Falls zinc casting baghouse fume be included under contract terms covering sale of East Helena fume, as amended in my letter agreement to you dated April 8, 1964.

This is to advise that we are agreeable to this request and effective with sales of zinc casting baghouse fume to American Chemet following March 1, 1967, the amended contract terms will apply.

Please acknowledge by signing and returning to me the enclosed copy of this letter.

Very truly yours,

TK Fraham

TKG:jh CC: Mr. L. C. Powell

RECEIVED:

ESU

Ву \_\_\_\_\_

There is the same

## THE ANACONDA COMPANY

25 BROADWAY, NEW YORK, N. Y. 10004

METALLURGICAL MANAGER

**ADTIL 8. 1964** 

American Chemet Corporation 105 West Medison Street Chicago, Illinois

Attention: Mr. W. W. Shrepshire, President

Gentlemen:

This refers to your visit of March 24, 1964, during which you requested a reduction of \$30.00 per ton in the cost of East Helena fume.

I note that this request is due to a price squeeze in zinc oxide prices. The reduction requested, however, is unrealistic in relation to treatment of fume to metal through the electrolytic zinc process. As I told you, the irreducible minimum terms which we can consider are governed by the profit per pound of sinc, including premium realized through treatment at Great Falls.

We have considered your request from this viewpoint and find that we are able to grant an additional reduction in cost of East Helena fume from the calculated price under our present contract with you dated June 7, 1948, as smended July 5, 1949, May 17, 1961, and July 9, 1962, as follows:

When the premium per pound of Special High Grade mine (EGN) Quotations) for calendar month Reduction in Terms per of delivery of from is

dry short ton of fume

0.00¢	to	1.01¢	\$ 17.50
1.01¢	to	1.26¢	\$ 15.00
1.26¢	to	1.51¢	\$ 12.50
1.51¢	to	•	\$ 10.00

This reduction is to be applied to deliveries of fune on

From 1.01 4 to and wolnding 1.004 17.50

Tim 0.00 \$ to the and wolnding 1.254 15.00

Thom 1.01 4 to and wolnding 1.254 15.00

and after April 1, 1964, and will continue until cancelled by either party giving 90 days' written notice.

If the foregoing is of interest to you, please sign and return to us the enclosed copy of this letter, whereupon the aforesaid agreement as amended shall be deemed further amended in accordance with the terms hereof.

Yours very truly,

THE ANACONDA COMPANY

By /s/ T. K. Graham

ACCEPTED:

AMERICAN CHEMET CORPORATION

By /s/ W. W. Shropshire

THE: jh

Messes. Jour

## THE ANACONDA COMPANY

25 Broadway

New York 4, N.Y.

OFFICE OF THE METALLURGICAL MANAGER

July 9, 1962

American Chimet Corporation 105 W. Medison Street Chicago 2, Illinois

Attention: Mr. W. W. Shropshire, President

Gentlemen:

Our contract with you dated June 7, 1948, as amended and extended, for sale of our East Helena Slag Treating Plant fume, paragraph 5, "Payment for Fume", provides that you make prompt settlement for each car of fume delivered to you as soon as assays are agreed upon, etc.

In view of our long association with you in this business, we are willing to modify this paragraph 5, as follows:

"Settlements hereunder shall be made at Anaconda's office at Great Falls, Montana, within thirty (30) days after the end of each month in which the fume is delivered to you."

If the foregoing is acceptable to you, please sign and return to us the enclosed copy of this letter, whereupon the contract shall be deemed further amended in accordance with the terms hereof.

Very truly yours,

THE ANACONDA COMPANY

ACCEPTED AND AGREED:

AMERICAN CHEMET CORPORATION

By /s/ T. K. Graham

(guefred 620)

By /s/ W. W. Shropshire President

TKG: 1h

Messer. Jamel

Theren Sharan Bachine

## THE ANACONDA COMPANY

25 Broadway, New York 4, N.Y.

OFFICE OF THE VICE PRESIDENT
-{N CHARGE OF OPERATIONS

November 29, 1961

American Chemet Corporation 105 West Madison Street Chicago, Illinois

Att: Mr. W. W. Shropshire, President

Gentlemen:

This will confirm the agreement between The Anaconda Company (hereinafter called "Anaconda") and American Chemet Corporation (hereinafter called "Chemet") whereby Anaconda will sell to Chemet, and Chemet will purchase from Anaconda, zinc plant casting baghouse fume (hereinafter called "Baghouse Fume") in the quantity and on the terms and conditions hereinafter set forth.

#### 1. Quantity

Chemet will purchase from Anaconda hereunder Chemet's requirements of Baghouse Fume each month,
up to the total amount of Baghouse Fume produced by
Anaconda during that month at its zinc plant at Great
Falls, Montana, it being understood that Anaconda shall
be obligated to deliver Baghouse Fume hereunder only
from its current production of Baghouse Fume at said
plant. Chemet will give Anaconda sufficient advance
notice of its monthly requirements of Baghouse Fume
to permit Anaconda to make timely delivery hereunder.
If operations at Anaconda's zinc plant at Great Falls,
Montana, are substantially curtailed or are discontinued,
Anaconda shall so notify Chemet and this agreement shall
thereupon be terminated.

## 2. Quality

The Baghouse Fume to be sold by Anaconda to Chemet hereunder will be the zinc plant casting baghouse fume produced by Anaconda in the normal course of its zinc plant operations at Great Falls, Montana. It is understood

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Brufed 6th.

and agreed that Anaconda makes no representations with respect to and does not guarantee the analysis of the Baghouse Fume, its color or its physical properties.

#### 3. Delivery

The Baghouse Fume will be delivered in bulk f.o.b. railroad cars at Anaconda's zinc plant at Creat Falls, Montana. Any expenses incurred by Anaconda for special handling, loading or packaging will be for the account of Chemet and Chemet will reimburse Anaconda therefor upon demand. Anaconda will load all shipments of Baghouse Fume hereunder from the same locations in its flue system and baghouse at said plant, which will be selected to conform as closely as possible to Chemet's requirements as to color, to the extent that the quantity of Baghouse Fume available from such locations will satisfy Chemet's requirements for Baghouse Fume hereunder and provided that the Baghouse Fume can be loaded from such locations in the required type of railroad car without special handling or other provision.

#### 4. Sampling, Weighing and Assaying

Railroad weights at Great Falls, Montana and samples taken by Anaconda as the Baghouse Fume is loaded into railroad cars will govern in computing the purchase price and making settlement hereunder. Each railroad car shall be sampled separately. One portion of each such sample will be assayed for zinc content by Anaconda and a second portion will be sent to Chemet for such assay. Upon advice from Chemet that its assay has been completed, the assay results of the parties will be crossed in the mail. The average of the two assays for zinc will govern for purposes of settlement hereunder if those assays differ by 0.5% or less; should the two assays for zinc differ by more than 0.5%, an assay for that metal will be made by an umpire acceptable to both parties from a third portion of the sample. In such event, the assay of the umpire if it falls between the assays of the parties or if it is the same as the assay of either party, or the assay of the party which is closest to that of the umpire if the latter does not fall between the assays of the parties and is not the same as the assay of either party, shall be the accepted assay for the zinc carload from which the sample in question was taken and shall govern for purposes of settlement hereunder. The charge for the umpire assay shall be paid by the party whose assay for zinc content is further from that of the umpire assay.

### 5. Price for Baghouse Fume

Chemet will pay Anaconda a purchase price for the Baghouse Fume delivered hereunder computed as follows:

Six cents (6.0¢) per pound of zinc contained in the Baghouse Fume, plus nine-tenths cents (0.9¢) per pound of such zinc for each one cent (1.0¢) by which the East St. Louis price for Prime Western zinc exceeds eight and twenty-five hundredths cents (8.25¢), or less nine-tenths cents (0.9¢) per pound of such zinc for each one cent (1.0¢) by which the East St. Louis price for Prime Western zinc is less than eight and twenty-five hundredths cents (8.25¢), fractions in proportion.

The East St. Louis price for Prime Western zinc referred to above shall be the average of the daily quotations for that metal published by the Engineering and Mining Journal for the week during which the Baghouse Fume is delivered hereunder.

The purchase price for the Baghouse Fume computed as above set forth shall be reduced, commencing on the date of this agreement and continuing until notice by Anaconda as hereinafter provided, by the amount of ten dollars (\$10.00) per dry short ton of the Baghouse Fume delivered hereunder. Such ten dollar (\$10.00) per ton reduction may be withdrawn and terminated at any time by Anaconda, at its option and in its sole discretion, by sending to Chemet by first class mail at Chemet's above address, postage prepaid, a written notice of such withdrawal and termination, whereupon this agreement shall continue in force (subject to the provisions of paragraph 8 hereof) with the purchase price for the Baghouse Fume computed as above set forth but without the ten dollar (\$10.00) per ton reduction.

#### 6. Payment for Baghouse Fume

Chemet will make settlement for each car of Baghouse Fume delivered hereunder promptly after the governing assay has been determined as hereinabove provided. In the event that the assay for a particular car has not been determined by the time the next delivery of Baghouse Fume hereunder is required, Chemet will pay Anaconda on account a sum computed on the basis of a zinc assay of 70%, subject to adjustment between the parties promptly after determination of the governing assay and computation of the correct price.

Anaconda may from time to time require settlement for any delivery of Baghouse Fume hereunder to be made by sight draft attached to bill of lading for a sum computed on the basis of a zinc assay of 70%, subject to adjustment between the parties promptly after determination of the governing assay and computation of the correct price.

#### 7. Non-assignability

This agreement shall not be assigned by either party hereto without the written prior consent of the other.

#### 8. Term

The term of this agreement shall be from December 1, 1961 through December 31, 1962, and thereafter until terminated by either party upon not less than thirty days' prior written sotice of such termination to the other. Such notice. may be given by sending the same to the recipient at its address hereinabove set forth by first class mail, postage prepaid.

If the foregoing is in accordance with your understanding and is acceptable to you, please so indicate by signing and returning to us the enclosed copy of this letter, whereupon this will be a binding agreement between our companies in accordance with its terms.

Yours very truly,

THE ANACONDA COMPANY

By /s/ R. S. Newlin
Vice President

ACCEPTED AND AGREED:

AMERICAN CHEMET CORPORATION

By /s/ W. W. Shropshire

GOPY

### THE ANACONDA COMPANY

GREAT FALLS REDUCTION DEPARTMENT
GREAT FALLS. MONTANA

FLOTD S. WEIMER MANAGER



August 17, 1957

Mr. V. V. Shrepshire, President American Chemet Corporation \$2 West Vashington, Suite \$20 Chicago 2, Illinois

Dear Mr. Shropshire:

\*

We are willing to supply to you Zinc Plant Casting Baghouse func in the quantity produced at our Black Eagle, Montana Zinc Plant, under terms of our contract with you, dated June 7, 1948 and Eastended July 5, 1949, for supplying East Helena Slag Treating Plant func with modifications as follows:

Paragraph 2 - Delivery

Pume to be loaded in bulk in railroad ears, f.o.b. trackage at our Black Eagle, Montana, plant. Any cost for a different type of loading or for packaging and loading will be for the account of the American Chemet Corporation.

Paragraph 3 -

Railroad weights at Black Eagle, and samples taken by us as from is leaded at Black Eagle, will govern in making settlement.

Paragraph 5 - Payment for fune

If for any reason our operations at the Mask Engle Sine Plant are quitailed or discontinued, us shall not be under any chilgations to make delivery of fuse against your orders. It is understood that all fuse delivered under this agreement will be from ourrest production of Black Engle.

If this agreement is ecceptable to you, will you please indicate your acceptance by signing the two copies of this letter tealescel herewith and return same to me.

lows very truly,

Accepted:

Procident has him My

9 ( W



## ANACONDA COPPER MINING COMPANY

GREAT FALLS REDUCTION DEPARTMENT GREAT FALLS, MONTANA



June 7, 1948

American Chemet Corporation
22 West Washington Street
Chicago 2, Illinois

Dear ir. Shropshire:

Confirming our earlier advices to you, the following terms will apply in the supplying of East Helena Slag Treatment Plant fume to the American Chemet Corporation on and after July 1, 1948.

#### 1. QUANTITY

Your requirements of fume up to 100 tons per calendar month during the period of July 1, 1948, to July 1, 1949.

#### 2. DELIVERY

Fume to be loaded in bulk in railroad cars, f.o.b. trackage at our East Helena, Lontana, plant.

## 3. SAMPLING, WEIGHING AND ASSAYING

Railroad weights at East Helena and samples taken by us as the fume is loaded at East Helena will govern in making settlement. Of the sample taken by us, one portion will be sent to you for your assay, and upon receipt of advice from you that your assay has been completed, your assay and our assay will be mailed to the other party. If the assays of the parties agree within 0.5% zinc and/or 0.5% lead, in average of the assays will be used in making settlement. If they do not agree within 0.5% zinc and/or 0.5% lead, a third part of the sample will be sent to an umpire assayer mutually agreeable to both parties. If the assay of the umpire falls between the assays of the parties, the umpire's assay shall be used in making bettlement, but if the umpire's assay falls outside the umpire's assay shall be used in making settlement. The cost of the umpire assay shall be used in making settlement. The cost of the umpire assay shall be paid by the party whose result differs most widely from the result of the umpire.

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#### 4. PRICE FOR FUME

The price payable for all fune delivered to you under this agreement shall be six cents (6¢) per pound of zinc contained in the fune, f.o.b. East Helena, when St. Louis price for Prime Western zinc, as quoted by the Engineering and Kining Journal for week of delivery of the fune, is eight and twenty-five hundredths cents (8.25¢) per pound.

St. Louis price is eight and twenty-five hundredths cents (8.25¢), there shall be added or subtracted nine-tenths sents (0.9¢) for each one cent (1¢) above or below eight and twenty-five hundredths cents (8.25¢) price for Prime sestern zinc at St. Louis; fractions in proportion.

provided in the preceding paragraphs, there shall be added eight-tenths cents (0.8%) per pound of lead contained in the fume for each one cent (le) above six and five-tenths cents (6.5%) per pound price for lead at New York, fractions in proportion.

## 5. PAYLENT FOR FUNE

You will make prompt settlement for each car of fume delivered to you as soon as assays are agreed upon. In the event that assays have not been agreed upon, in the case of any individual car, before you request delivery of an additional car of fume, you will make settlement on the basis of 70% zinc and 7% lead content in fume already shipped and final settlement will be adjusted to the true assay as soon as agreed upon.

We may require settlement through Sight Braft, based on 70% zinc and 7% lead assay, attached to the Bill of Lading on each car if we so desire.

If fer any reason our operations at the East Helena Slag Treatment Plant are interrupted or discontinued, we shall not be under any obligation to make delivery of fume against your orders. It is understood that all fume delivered under this agreement will be from surrent production at East Helena.

It is further understood and agreed that we do not guarantee the analysis of the fume, its color, or physical properties.

we will load all shipments of fume from the same locations in our flue system and baghouse at East Helena insofar as the

quantity available from these locations will satisfy your requirements. These locations will be selected to conform as closely as possible to your requirements for color, so long as fume can be leaded in the type of railroad car required without special provision or handling on our part. 7. This agreement may not be assigned to any other individual or corporation without first obtaining consent of the other

If the foregoing statements are in accordance with your understanding of our agreement and are acceptable to you, will you please indicate your acceptance by signing the two copies of this letter enclosed herewith and return same to me.

Yours very truly,

R. B. Caples

HBC: db

1.

ACULTED:

party to the agreement.

E halon

### THE ANACONDA COMPANY

GREAT FALLS, MONTANA

LEONARD C. POWELL GENERAL SUPERINTENDENT



May 17, 1965

Dear Bill:

We are now approaching the rainy season in Montana and very possibly the smoke damage problem described in Mr. Kane's memorandum of August 26, 1964 (copy attached) will recur.

As a matter of interest, we have investigated the total amount of sulfur released to the atmosphere as sulfur dioxide at our East Helena Slag Treating Plant and the AS&R Company Lead Plant. Calculations indicate we release approximately 3.8 tons of sulfur per day at our Slag Treating Plant and Mr. Stan Lane, Manager of the AS&R Company Plant, has stated the AS&R Plant releases approximately 90 tons of sulfur per day.

I thought this information might be of interest to you.

Very truly yours,

General Superintendent

LCP:vw Enclosure

cc: Messrs. Hannifan Kane

W. M. Kirkpatrick, General Western Counsel The Anaconda Company Butte, Montana ATTACHMENT 6

Xe see

Suzarinta

Original sort to Buth to Laind's office.

Juni.

Phone: 227-672

,Return Tes

AIR POLLUTION CONTROL DIVISION COGSWELL BUILDING HELENA, MONTANA 59601

Moiling oddress: East

Person to contect regarding this report: N. AUT ICE

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### AIR CONTAMINANT EMISSIONS SURVEY

Information is to be representative of Calendar Year

FOR OFFICE USE ONLY

Received By:
Reviewed By:
County:
SIC Number:

Coordinates:

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#### AIR POLLUTION CONTROL DIVISION COGSWELL BUILDING HELENA, MONTANA 59601

## AIR CONTAMINANT EN JONS SURVEY SECTION III - PROCESS EMISSIONS

21

	A	В	C	D	Ε	F	G	H	1
Source No. <sup>(A)</sup>	Pocesses or operations releasing	Installation Data		processed and/or t operations	Quantity of gas discharged from process or operation	Type and efficiency air cleaning aquipment (1-J)	Estimate of conteminants (MS)		Bosis of estimate (A
	stmosphere (A - P)		Type (Q)	Quantity per year (F)			Type (K)	Quantity per yeal 1)	Please specify basis)
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II.	Cranging & Tapone			Slag above in I	ş	_	ZnePh Fume		_
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Give a different no, to represent each source and then give stack data apposite the same number on Section IV,

5 l. f.

Nameziate data are sufficient.

Hand-lived; underfeed, treveling-grate or spreader staker; cyclone furnace; pulverized, wat or dry bottom with or without fly ash reinjection; retary or gun-type oil burner; etc.
Fuel data are to be reported on "as burned basis"

Coke, bitemineus coel, enthrocite coel; No. 1, 2, 4, 5 or 6 feel oil; natural gas; LPG; refinery or coke even gas; wood, etc.

Pounds, tons, or gallons per year.

If unknown, please give name and address of fuel supplier.

Sulfer and ash content for each fuel should be a weighted everage.

Cyclone, scrubber, electrostatic precipitator, baghause, settling chamber, etc.

Please state if afficiency is a rated or operating efficiency.

Fly ash, sulfur acides, ate. (include chemical description).

Pounds or tons per year.

Give stock test date if evailable, or otherwise specify basis used.

"Rubbish, garbage, mixed garbage and rubbish, waste paper, wood chips or sawdust, etc.

and case whether entitiery fuel is used in incinerators and pit burning, and the amount.

Sulfaris scid-shember, aluminum smalting-crucible furnace, iron malting-cupola, coment manufacture-dry process, solvent cleaning, or other (please specify). Acid produced, tens; metal charged or processed, tens; coment produced, bbl.; solvent consumed, gallens; etc. per year.

Process meteral belence studies, field tests by plant or by equipment menufacturers, or other basis.

List squees Sections 1, 11, 111 which willize each stock.

SECTION IV - STACK DATA

SOURCES VENTED(S)	HEIGHT	INSIDE DIAMETER		EXIT GAS		
SOURCES VENTED	(Feet)	(Foot)	Temperature of	Velocity (FPS)	Moisture (%)	
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METHOD OF DISPOSAL CODE: 1. Open-burning dump.

2. Senitery lendfill. (ne burning)

3. Burned in boiler or furnece. Litting

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S. Incinerator, multiple chamber

Incinerator, retery.

7. Conical motal burner.

& Other (Specify)

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Any supplemental material or data considered pertinent (flow diagrams, reports, summaries, test results, maps) should be summitted with this form.

Sulphur Emissions

East Helena:

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## AIR CONTAMINANT EMISSIONS SURVEY SECTION III - PROCESS EMISSIONS

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give steck data apposite the same number on Section IV. Nemesiate data dre sufficient.

Names are are are surricient.
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of uel data are to be reported on "as burned basis"
Coke, bituminaus coal, anthracite coal; No. 1, 2, 4, 5 or 6 fuel oil; natural gas; LPG; refinery or coke even gas; wood, atc.

If unknown, please give name and address of fuel supplier.

Sulfur and ash content for each fuel should be a weighted average.

Cyclone, scrubber, electrostatic precipitator, baghause, settling chamber, etc. Please state if afficiency is a rated or operating efficiency. Fly ash, suffer oxides, atc. (include chemical description).

Pounes or tons per year.

Dete

Give stack test data if evailable, or otherwise specify basis used.

Rubbish, garbage, mixed garbage and rubbish, wasta paper, wood chips or sawdust, etc. \*Indicate whether euxiliary fuel is used in incinerators and pit burning, and the amount.

Process material business and incinerators and pir burning, and the amount.

Sulfure acid-chember, aluminum smalling-crucible furnace, iron melting-cupale, cement manufacture-dry process, solvent cleaning, or other (please specify).

Acid produced, tans, metal charged or processed, tans; coment produced, bbl.; solvent consumed, gallons; etc. per year.

Process material balance studies, field tests by plant or by equipment manufacturers, or other basis.

#### SECTION IV - STACK DATA

SOURCES VENTED (S)	HEIGHT	INSIDE DIAMETER	EXIT GAS				
	(Foot)	A CONTRACT C	Temperature of	Velocity (FPS)	Moisture (%)		
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Any supplemental material or data considered pertinent (flow diagrams, reports, summaries, test results, maps) should be summitted with this form.

Name and title of official submitting reports

USE ADDITIONAL SHEETS IF NECESSARY

METHOD OF DISPOSAL CODE:

2. Senitery landfill. (ne burning)

4. Incinerator, single chamber.

S. Incinerator, multiple chamber

3. Burned in bailer or furnace. :. .

1. Open-burning dump.

6. Incinerator, rotary. 7. Concel metal burner. B Other (Specify)

511-57

Return Tos

AIR POLLUTION CONTROL DIVISION COGSWELL BUILDING HELENA, MONTANA 59601

#### AIR CONTAMINANT EMISSIONS SURVEY

Information is to be representative of Calendar Year

Original sort to Buth to Lands office.

1/4/11

FOR OFFICE USE ONLY

Received By:

Reviewed By:

County:

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